

#238954 NS

Givley Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We Harry McGill and wife Duddah McGill
 a _____ of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Rounds and Peter Lumber Company
 of _____ parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) Block Six (6) College Addition to the
 City of Tulsa,

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$400.00 and issued
 Receipt No. 11302 for payment of mortgage
 tax on the within instrument.
 Dated the 28 day of Aug. 1923
 W. W. Weaver, Treasurer
 Deputy

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Four Hundred and no/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable ----- annually from August 28th, 1923,
 according to the terms of a certain promissory note ----- described as follows, to-wit:

One Note dated August 28th 1923, due Oct. 28th, 1923,
 amount \$400.00

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby
 covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair
 and not to commit or allow waste to be committed upon the premises. and to insure and keep insured in favor of
 second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second parties shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ----- will pay a
 reasonable attorney's fee of \$10.00 and 10% ----- DOLLARS
 which this mortgage also secures.

Parties of the first part, for said consideration, do ----- hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 28th day of August, 1923.

Harry McGill SEAL

Duddah McGill SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 28th
 day of August, 1923, personally appeared Harry McGill and Duddah McGill, his wife,

XXXX
 to me known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that they executed
 the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires May 1, 1926. (SEAL) A.V. Long, Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of Aug. A. D. 1923
 at 3:30 o'clock P. M. Book 439, Page 518

By Brady Brown Deputy. O.G. Weaver, County Clerk
 (SEAL)